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SURFACE TRANSPORTATION BOARD

WASHINGTON, D.C

20036

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August 8, 2007

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: Indiana Michigan Power Trust No. 91-3

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination of Security Agreement-Trust Deed, dated as of July 17, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement-Trust Deed and Supplement previously filed with the Commission under Recordation Numbers 17463-A and -C and is a total release of the security agreement.

The names and addresses of the parties to the enclosed document are:

Security Trustee: Wilmington Trust Company, not in its individual
capacity but solely as Trustee
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

Owner Trustee: U.S. Bank National Association
not in its individual capacity but solely as
trustee for the Trust
225 Asylum Street, 23rd Floor
Hartford, Connecticut 06103

Mr. Vernon A. Williams

August 8, 2007

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A description of the railroad equipment covered by the enclosed document is:

All railcars currently covered by the Security Agreement-Trust Deed on file under Recordation Number 17463-A, as amended and supplemented, (141 - 110-ton gondola cars : AEPX 3201 - AEPX 3341) are RELEASED.

A short summary of the document to appear in the index is:

Termination of Security Agreement-Trust Deed.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

AUG 08 '07

-2 00 PM

TERMINATION OF SECURITY AGREEMENT-TRUST DEED

(Indiana Michigan Power Trust 91-3)

SURFACE TRANSPORTATION BOARD

THIS TERMINATION OF SECURITY AGREEMENT-TRUST DEED is made this 17th day of July, 2007, by and between Wilmington Trust Company, a Delaware banking corporation, as Security Trustee (in its capacity as such trustee, the "Security Trustee"), and U. S. BANK NATIONAL ASSOCIATION, not in its individual capacity but solely as successor Owner Trustee under that certain Trust Agreement dated as of July 1, 1991 between The Connecticut National Bank and Chase Manhattan Service Corporation (U.S. Bank National Association, in its capacity as such trustee is hereinafter referred to as the "Debtor").

WHEREAS, Security Trustee and Debtor are parties to a Security Agreement-Trust Deed, dated as of July 1, 1991 and a Security Agreement Supplement No. 1, dated as of August 2, 1991 (collectively, the "Security Agreement"); and

WHEREAS, the Security Agreement created a lien and security interest in favor of Security Trustee in and to the railcars described on Schedule 1 attached hereto (the "Equipment"), the Lease (as defined in the Security Agreement) and the other Collateral (as defined in the Security Agreement) covered by the Security Agreement; and

WHEREAS, the Security Agreement was duly filed for recordation with the Interstate Commerce Commission on August 2, 1991 pursuant to the provisions of 49 U.S.C. Section 11303, recordation numbers 17463-A and 17463-C; and

WHEREAS, Security Trustee and Debtor desire to terminate and cancel the Security Agreement and to record such termination and cancellation with the Surface Transportation Board ("STB");

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Security Trustee and Debtor, intending to be legally bound, agree as follows:

1. Security Trustee and Debtor hereby terminate and cancel the Security Agreement, effective as of the date this Termination of Security Agreement-Trust Deed is filed with the STB with respect to all of the railroad cars described and/or covered by the Security Agreement, including, without limitation, the railcars described on Schedule 1 attached hereto (the "Terminated Cars"), the Lease and all other Collateral covered by the Security Agreement, and Security Trustee and Debtor hereby agree that no rights, duties or liabilities under the Security Agreement shall survive such termination and cancellation of the Security Agreement, except with respect to acts, events, or omissions under the Security Agreement occurring on or prior to the date hereof.

2. The parties agree to record this Termination of Security Agreement with the STB so as to release any lien against the Equipment, the Lease or any other Collateral created by or arising out of the Security Agreement.

3. This Termination of Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting only one and the same agreement.

IN WITNESS WHEREOF, Security Trustee and Debtor have caused this Termination of Security Agreement-Trust Deed to be executed by the duly authorized officers, all as of the day and year first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as
Security Trustee

By Robert P. Klein Jr.
Its Assistant Vice President

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity but solely as
Owner Trustee

By _____
Its _____

3. This Termination of Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting only one and the same agreement.

IN WITNESS WHEREOF, Security Trustee and Debtor have caused this Termination of Security Agreement-Trust Deed to be executed by the duly authorized officers, all as of the day and year first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as
Security Trustee

By _____
Its _____

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity but solely as
Owner Trustee

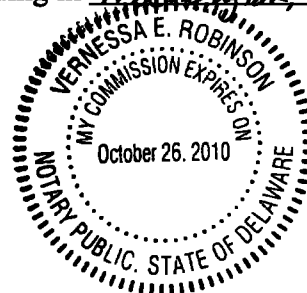
By 
Its ELIZABETH C. HAMMER
VICE PRESIDENT

STATE OF _____)
) : SS
COUNTY OF _____)

On this 18th day of July, 2007, before me personally appeared Robert P. Hines, Jr.,
to me personally known, who being by me duly sworn, says that (s)he is a Asst. Vice Pres/1st
Wilmington Trust Company, a Delaware banking corporation, that said instrument was signed on
behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the
execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date
above mentioned.

Vernessa E. Robinson
Name: **VERNESSA E. ROBINSON**
Notary Public **Notary Public - State of Delaware**
My Commission Expires: **My Comm. Expires Oct. 26, 2010**
Residing in Wilmington, DE



STATE OF Connecticut)
) : SS
COUNTY OF Hartford)

On this 17th day of July, 2007, before me personally appeared Elizabeth C. Hammer to me personally known, who being by me duly sworn, says that (s)he is a _____ Vice President of U.S. Bank National Association, a national banking association, that said instrument was signed on behalf of said national banking association by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Susan P. McNally
Name:
Notary Public
My Commission Expires:
Residing in Connecticut

SUSAN P. McNALLY
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 2010

SCHEDULE 1
TO TERMINATION OF SECURITY AGREEMENT

[Describe cars, including road marks and numbers]

DESCRIPTION OF EQUIPMENT

141-110-ton gondola coalporter railcars as more specifically described below:

Car Numbers

AEFX 3201	AEFX 3245	AEFX 3289	AEFX 3333
AEFX 3202	AEFX 3246	AEFX 3290	AEFX 3334
AEFX 3203	AEFX 3247	AEFX 3291	AEFX 3335
AEFX 3204	AEFX 3248	AEFX 3292	AEFX 3336
AEFX 3205	AEFX 3249	AEFX 3293	AEFX 3337
AEFX 3206	AEFX 3250	AEFX 3294	AEFX 3338
AEFX 3207	AEFX 3251	AEFX 3295	AEFX 3339
AEFX 3208	AEFX 3252	AEFX 3296	AEFX 3340
AEFX 3209	AEFX 3253	AEFX 3297	AEFX 3341
AEFX 3210	AEFX 3254	AEFX 3298	
AEFX 3211	AEFX 3255	AEFX 3299	
AEFX 3212	AEFX 3256	AEFX 3300	
AEFX 3213	AEFX 3257	AEFX 3301	
AEFX 3214	AEFX 3258	AEFX 3302	
AEFX 3215	AEFX 3259	AEFX 3303	
AEFX 3216	AEFX 3260	AEFX 3304	
AEFX 3217	AEFX 3261	AEFX 3305	
AEFX 3218	AEFX 3262	AEFX 3306	
AEFX 3219	AEFX 3263	AEFX 3307	
AEFX 3220	AEFX 3264	AEFX 3308	
AEFX 3221	AEFX 3265	AEFX 3309	
AEFX 3222	AEFX 3266	AEFX 3310	
AEFX 3223	AEFX 3267	AEFX 3311	
AEFX 3224	AEFX 3268	AEFX 3312	
AEFX 3225	AEFX 3269	AEFX 3313	
AEFX 3226	AEFX 3270	AEFX 3314	
AEFX 3227	AEFX 3271	AEFX 3315	
AEFX 3228	AEFX 3272	AEFX 3316	
AEFX 3229	AEFX 3273	AEFX 3317	
AEFX 3230	AEFX 3274	AEFX 3318	
AEFX 3231	AEFX 3275	AEFX 3319	
AEFX 3232	AEFX 3276	AEFX 3320	
AEFX 3233	AEFX 3277	AEFX 3321	
AEFX 3234	AEFX 3278	AEFX 3322	
AEFX 3235	AEFX 3279	AEFX 3323	
AEFX 3236	AEFX 3280	AEFX 3324	
AEFX 3237	AEFX 3281	AEFX 3325	
AEFX 3238	AEFX 3282	AEFX 3326	
AEFX 3239	AEFX 3283	AEFX 3327	
AEFX 3240	AEFX 3284	AEFX 3328	
AEFX 3241	AEFX 3285	AEFX 3329	
AEFX 3242	AEFX 3286	AEFX 3330	
AEFX 3243	AEFX 3287	AEFX 3331	
AEFX 3244	AEFX 3288	AEFX 3332	